

Vancouver Office
1500, 401 West Georgia Street
Vancouver, BC Canada V6B 5A1
T 604.687.1323
F 604.687.2347

Langley Office
400, 8621 - 201 Street
Langley, BC Canada V2Y 0G9
T 604.888.5811
F 604.888.6565

www.lklaw.ca



OUR FILE: 20183115

REPLY TO: Fanda Wu
Lawyer
EMAIL: fwu@lklaw.ca
DIRECT: 604.235.3950

January 17, 2024

VIA E-MAIL: dnagase@protonmail.com; dnagase@dal.ca; danielnagase@yahoo.com

Dear Mr. Daniel Nagase:

**Re: A.R.N. aka A.R.M v. D.Y.N.
BCSC Action No. E212762, Vancouver Registry**

We are advised by our client that you have continued to write notes on the memos of the support cheques you have been providing to our client. As an example, we **enclose** herewith your December 2023 and January 2024 cheques, where you have written that "cashing this cheque returns custody of Miles & Sophia to their father" and "cashing this cheque makes agreement to return full custody and guardianship to the most medically qualified parent".

We remind you as per our letter of September 5, 2023 that:

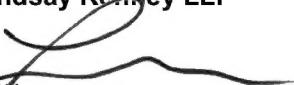
1. Your messages to our client on these cheques are improper and constitute harassment; and
2. The memos on these cheques have no legal effect and are not legally binding on our client. You have support obligations to our client and the children in accordance with the separation agreement dated February 10, 2015, and you are obligated to pay same without the ability to impose any additional "terms" on our client as a result of her cashing the cheques. Our client continues to have sole custody and guardianship of the children in accordance with the separation agreement. Additionally, the Protection Order of the Honourable Justice Taylor made November 24, 2023, **enclosed** for reference, restricts you from having any contact with the children.

As per our September 5, 2023 letter, you should be making support payments through FMEP. You are in breach of the separation agreement as you have not paid spousal support since August of 2023.

Furthermore, pursuant to the Protection Order, you are not permitted to directly or indirectly communicate with our client or the children. The handwritten notes on your support cheques constitute a form of indirect communication, and therefore you are in breach of the Protection Order. We demand that you immediately cease and desist writing further memos in your cheques or communicating to our client in any other way. Our client will enforce her rights and the children's rights to the fullest extent of the law.

Yours truly,

Lindsay Kenney LLP


Fanda Wu
Lawyer
Encl.
cc: client